

AG Contract No. KR97-0872TRN
ADOT ECS File No. JPA 97-48
Project: Investigation Measurement
Technology
TRACS No.: H 4450 02Y
Section: Metropolitan Phoenix Area

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into 8 July 1997,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF
TRANSPORTATION, acting by and through its Deputy State Engineer (the "DOT") and
ARIZONA DEPARTMENT OF PUBLIC SAFETY, acting by and through its Support Division (the
"DPS").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The DPS is empowered by Arizona Revised Statutes Section 41-1713 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DPS.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the DOT, known as the "AzTech Project", for the expressed purpose of developing projects to establish and implement a regional integrated traveler information system for the multimodal traveler, and expand the transportation management system for the Phoenix metropolitan area which will provide up to the minute traffic condition information and facilitate signal coordination across jurisdictional boundaries, providing improved safety and creating a regional transportation system throughout the area and involve State, County, regional and local jurisdictions.

4. The DOT and DPS desire to implement new technology available whereby roadway traffic and crime investigations are conducted in a more timely manner, using equipment simplifying measurements and the location of pertinent points. This will significantly speed up the time required for an officer to obtain each measurement required for various roadway investigations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The DPS will:

a. Coordinate with DOT to implement a procedure where traffic and crime investigations are completed in a more timely manner.

b. Pursuant to application procurement requirements, purchase all needed equipment which will include, the total station measurement instrument, prism pole, computer software including traffic and crime scene investigation applications, tripod, laptop personal computer, digital camera and other relevant equipment.

c. Receive initial training as well as any refresher training from the vendor of the equipment, on the use of the equipment necessary to implement procedures.

d. Use the total station equipment in the metropolitan Phoenix area. Implement a monitoring system to provide results of the total station usage to the DOT. Monthly statistics of usage will be compared against the more traditional method of using tape measurement wheels to provide information.

e. Stage and support demonstrations to other public safety agencies.

f. If after an 18 month evaluation the DPS does not support the continued usage of this service, all equipment provided will revert to the DOT.

g. Contribute matching funds in the form of labor and additional equipment when purchased.

2. The DOT will:

a. Coordinate with DPS to implement a procedure where traffic and crime investigations are completed in a more timely manner.

b. Reimburse DPS within 30 days after receipt of invoices for all needed equipment which will include, the total station measurement instrument, prism pole, computer software including traffic and crime scene investigation applications, tripod, laptop personal computer, digital camera and other relevant equipment, not to exceed \$18,000.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

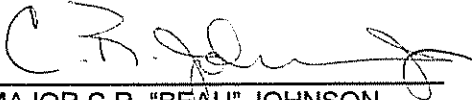
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Arizona Department of Public Safety
Ass't Director, Support Division
2102 West Encanto Blvd.
PO Box 6638
Phoenix, AZ 85005-6638

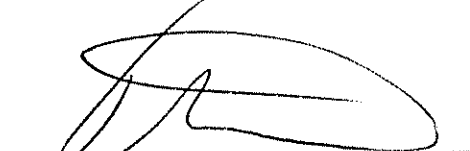
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

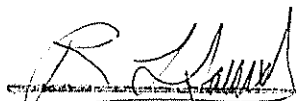
DEPARTMENT OF PUBLIC SAFETY

By 
MAJOR C.R. "BEAU" JOHNSON
Highway Patrol Bureau Chief

DEPARTMENT OF TRANSPORTATION


THOMAS G. SCHMITT
State Engineer

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APPROVED - Legal
Arizona Department of Public Safety

RESOLUTION

BE IT RESOLVED on this 16th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Department of Public Safety for the purpose of defining their respective responsibilities to implement new technology available, whereby roadway traffic and crime investigations are conducted in a more timely manner, using equipment simplifying measurements and the location of pertinent points.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for 
LARRY S. BONINE
Director